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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

KETAB CORP.,)	CV 14-07241-RSWL-MRWx
)	
Plaintiff,)	ORDER re: Mesriani
v.)	Defendants Motion for
)	Civil Contempt Sanctions
)	and Order Enforcing
MESRIANI LAW GROUP, et al.,)	Compliance with Court's
)	Previous Order of
)	February 1, 2016 [249]
Defendants.)	
)	
)	
)	

Currently before the Court is Defendants Mesriani & Associates aka Mesriani Law Group and Rodney Mesriani (collectively, "Mesriani Defendants") Motion for Civil Contempt Sanctions and Order Enforcing Compliance with Court's Previous Order of February 1, 2016 [249] ("Motion"). Having reviewed all papers submitted pertaining to this Motion, the Court **NOW FINDS AND RULES AS FOLLOWS:** the Court **DENIES** Mesriani Defendants' Motion [249].

1
2 **I. BACKGROUND**

3 Mesriani Defendants seek a contempt order against
4 Plaintiff Ketab Corporation ("Plaintiff") for
5 Plaintiff's alleged violation of this Court's February
6 1, 2016 Order [194] directing Plaintiff to deposit into
7 escrow 125% of the \$35,875 attorneys' fee award granted
8 to Mesriani Defendants. Mot. 8:17-22, ECF No. 249.
9 Mesriani Defendants seek (1) an order that Plaintiff
10 immediately deposit 125% of the attorneys' fee award in
11 escrow, (2) \$2,100.00 in attorneys' fees for bringing
12 the instant Motion, and (3) an order that Plaintiff
13 withdraw its pending appeal in the Ninth Circuit until
14 the Court's February 1, 2016 Order has been complied
15 with. Id. at 10:9-16.

16 Plaintiff argues that the Court's February 1, 2016
17 Order did not state a deadline by which Plaintiff was
18 required to post a supersedeas bond or deposit the
19 funds in escrow. Opp'n 2:17-18, ECF No. 252.
20 Plaintiff argues that it has not violated any court
21 order, and therefore, cannot be held in contempt. Id.
22 at 3:4-6. Plaintiff requests sanctions against
23 Mesriani Defendants in the amount of \$1,300. Opp'n
24 5:11-15.

25 In their Reply, Mesriani Defendants argue that
26 Plaintiff represented that a Trust/Escrow Account was
27 opened at Citibank on April 7, 2016. Decl. of Yolanda
28 A. Slaughter ("Slaughter Decl.") ¶ 6, Ex. 2, ECF No.
258-1. Mesriani Defendants argue that the Citibank

1 account is not a sufficient escrow account. Reply 3:7-
2 11. Mesriani Defendants argue that the funds deposited
3 into the Citibank account provide no security to
4 Mesriani Defendants because Plaintiff failed to present
5 any bank and/or escrow instructions that would
6 demonstrate that the funds deposited with Citibank
7 cannot be withdrawn absent a court order. Id. at 3:16-
8 19; Slaughter Decl. ¶ 6.

9 On April 19, 2016, Plaintiff filed a document
10 titled Proof of Escrow Account [261], in which
11 Plaintiff provides the following:

- 12 1. Proof of cashier's check for \$44,843.75 payable
13 to "Ketab Corp Trust/Escrow," representing 125%
14 of the fee award amount;
- 15 2. Reference letter from the Citibank branch at
16 787 W. 5th St., Los Angeles, CA 90071, which
17 certifies that Adli Law Group P.C. holds a "CE
18 CLIENT IOTA" account ending with 492 ("IOTA
19 account ending with 492"), with a balance of
20 \$44,843.75;
- 21 3. Proof of deposit of said funds in the IOTA
22 account ending with 492; and
- 23 4. A true and correct copy of Citibank's
24 description of its trust and escrow services.

25 Proof of Escrow Account 2:6-14, ECF No. 261.

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1 **IT IS FURTHER ORDERED THAT** any withdrawal of the
2 funds in Adli Law Group P.C.'s IOTA account ending with
3 492 is subject to Court order.

4 **IT IS SO ORDERED.**

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6 DATED: May 18, 2016

s/ RONALD S.W. LEW

7 **HONORABLE RONALD S.W. LEW**
8 Senior U.S. District Judge

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